

FACILITY AUDIT AGREEMENT
between the
ENVIRONMENTAL PROTECTION AGENCY
and
CLARKSON UNIVERSITY

I. INTRODUCTION

In recognition that environmental auditing plays a critical role in protecting human health and the environment by identifying, correcting, and ultimately preventing violations of environmental regulations, Clarkson University and the United States Environmental Protection Agency, Region 2 (the “Region”) hereby agree that Clarkson University shall conduct a self-audit program (the “Audit Program”) for compliance with the regulations promulgated or authorized by the United States Environmental Protection Agency (EPA”) set forth in Section II below. The Agreement shall be governed by the terms of EPA’s Policy entitled “Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations,” 65 Federal Register 19618 (4/11/00, the “Policy”), except to the extent that those terms are explicitly modified below.

II. SCOPE OF THE AUDIT

- A. Clarkson University shall conduct an audit (the “Audit”) of its compliance with the regulations cited below in subsections 1 - 6 of Section II.B. The Audit will encompass both the hill and downtown campuses of Clarkson University including any associated off-site facilities. Appendix A attached hereto lists the campuses (“Covered Campuses”) and other units associated with each covered campus that are covered by this agreement.
- B. Under the Audit Program, Clarkson University will audit compliance with the following federal regulatory programs:
- 1. Air Programs
 - Part 52¹ Section 21 Prevention of Significant Deterioration of Air Quality
 - Part 60 Standards of Performance for New Stationary Sources
 - Part 61 National Emission Standards for Hazardous Air Pollutants, Subpart M,
National Emission Standard for Asbestos
 - Part 63 National Emission Standards for Hazardous Air Pollutants for Source
Categories (all applicable provisions)
 - Part 68 Chemical Accident Prevention Provisions
 - Part 70 State Operating Permit Programs
 - Part 82 Protection of Stratospheric Ozone

¹ The term “Part” refers to the subdivisions of the subchapters of Title 40 Code of Federal Regulations (“C.F.R.”).

All applicable provisions of; and the New York State Implementation Plan Regulations (promulgated pursuant to Section 110 of the Clean Air Act) including the New Source Review regulations

2. Water Programs

- Part 112 Oil Pollution Prevention
- Part 122 EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
- Part 141 National Primary Drinking Water Regulations
- Part 144 Underground Injection Control (“UIC”) Program
- Part 145 State UIC Program Requirements
- Part 146 UIC Program: Criteria and Standards
- Part 147 State UIC Programs
- Part 148 Hazardous Waste Injection Restrictions
- Part 403 General Pretreatment Regulations for Existing and New Sources of Pollution

3. Pesticide Programs

- Part 160 Good Laboratory Practice Standards
- Part 162 State Registration of Pesticide Products
- Part 170 Worker Protection Standard
- Part 171 Certification of Pesticide Applicators
- Part 172 Experimental Use Permits

4. Solid and Hazardous Wastes²

- Part 260 Hazardous Waste Management System: General (Part 370, 6 New York Code of Rules and Regulations (“6 NYCRR”)³

² Any solid and hazardous waste violations discovered at Clarkson University during an inspection by EPA in November 2002 are outside the scope of this Agreement.

³ New York State has been authorized by the Region for many of the federal regulations comprising Parts 260 - 280. Once authorized, a state regulation becomes the applicable regulation. [Resource Conservation and Recovery Act (“RCRA”), as amended, §3006(b), 42 U.S.C. §6926(b)]. For purposes of this Agreement Clarkson University will audit for compliance with authorized New York State counterparts of the federal regulations, where applicable, found at 6 NYCRR Parts 370 -373.

- Part 261 Identification and Listing of Hazardous Waste (Part 371, 6 NYCRR)
- Part 262 Standards Applicable to Generators of Hazardous Waste (Part 372, 6 NYCRR)
- Part 263 Standards Applicable to Transporters of Hazardous Waste (Part 372, 6 NYCRR)
- Part 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities (Subpart 373-2, 6 NYCRR)
- Part 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities (Subpart 373-3, 6 NYCRR)
- Part 266 Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities (Subpart 374-1, 6 NYCRR)
- Part 268 Land Disposal Restrictions (Part 376, 6 NYCRR)
- Part 273 Standards for Universal Waste Management (Subpart 374-3, 6 NYCRR)
- Part 279 Standards for the Management of Used Oil
- Part 280 Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (“UST’s”)

5. Hazardous Substances and Chemicals, Environmental Response, Emergency Planning, and Community Right-to-Know Programs

- Part 302 Designation, Reportable Quantities, and Notification
- Part 355 Emergency Planning and Notification
- Part 370 Hazardous Chemical Reporting: Community Right-to-Know
- Part 372 Toxic Chemical Release Reporting: Community Right-to-Know

6. Toxic Substances

- Part 745 Lead-Based Paint Poisoning Prevention in Certain Residential Structures
- Part 761 Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
- Part 763 Asbestos

- C. The facilities and documents to be audited on the Covered Campuses are set forth in Appendix B. The benefits of this Agreement shall extend to only those facilities within the Covered Campuses that are audited.

III. DISCLOSURE

Clarkson University shall disclose all regulatory violations discovered during the Audit. Clarkson University will disclose these violations to the Region, in accordance with the

Policy, in written disclosure reports to be submitted in accordance with the schedule set forth below in Section IV. Each such disclosure report shall contain with reference to each violation disclosed the following additional information: the corrective actions elected by Clarkson University to abate the violation within 60 days or as otherwise approved pursuant to Section V below; the status of the corrective action; and the means taken by Clarkson University to prevent recurrence of the violation. All disclosure reports will be submitted by the scheduled date and the Region agrees to waive the 21-day disclosure requirement provided for in the Policy.

Once the corrective action designed to abate a particular violation has been completed, and a report submitted to the Region notifying it of the completion of the corrective action, no further reporting on that violation, or the status of corrective action, is required.

On July 15, 2003, this Agreement shall terminate for all purposes, except that Clarkson University shall remain obligated to complete the corrective action necessary to abate any disclosed violation, and to report to the Region in writing the completion of any corrective action, previously unreported, within thirty days after such corrective action has been completed.

This Audit Agreement does not cover any pre-Agreement activities, including regulatory compliance issues discovered by Clarkson University or its environmental consultant(s) prior to the effective date of this Agreement.

IV. SCHEDULE

- A. Prior to the effective date of this agreement, Clarkson University will identify suitable personnel and consultants (where appropriate) to perform each of the six regulatory audits identified in Section II above and shall further identify the applicable criteria pursuant to which each such regulatory audit shall be conducted. Clarkson University shall strive to develop a specific written audit instrument for each of the six regulatory audits, tailored to the University, and shall provide copies of these audit instruments to the Region. Clarkson University is willing to share any materials it develops with other academic institutions and the Region.
- B. Within 30 days of the signing of the agreement, the Audit shall commence.
- C. Clarkson University shall complete the regulatory audits required by the Sections listed in this agreement, and shall submit disclosure reports to the Region, in accordance with the Policy and the Agreement, identifying all violations discovered during the course of these audits according to the schedule set forth in Appendix C.

V. CORRECTIVE ACTION

Clarkson University shall correct each violation identified during the Audit, and shall take steps necessary to prevent the recurrence of each such violation. Wherever possible, Clarkson University shall correct any violations identified during the Audit within 60 days of discovery, except that whenever corrective action requires an expenditure greater than \$5,000 Clarkson University shall advise the EPA, in writing, of the required expenditure and projected date of correction within the identified sixty-day period and Clarkson University shall, if needed, have 120 days from the date of discovery to correct the violation. In those instances in which Clarkson University is unable to correct an identified violation within the 60 or 120-day deadline, it shall request an extension of time from the Region in writing and provide an abatement schedule, accompanied by a justification of the requested extension. Any extension of the 60 or 120-day abatement period shall be subject to the Region's approval. Such approval will not be unreasonably withheld.

If Clarkson University discovers or otherwise becomes aware of a concern or concerns that may present an imminent and substantial endangerment to human health or the environment, and such concern(s) may exist at other Clarkson University campuses covered by this Agreement, notwithstanding any other language herein to the contrary, Clarkson University agrees to address such concern(s) at all covered campuses as expeditiously as possible and promptly take such action as may be necessary at all covered campuses to protect human health and the environment. Clarkson University shall notify EPA (initial notice may be verbal) of such concern(s) within 24 hours of discovery or becoming aware of such concern(s) and shall notify EPA in writing within five business days of such discovery of Clarkson University's proposed remedial action.

VI. CIVIL PENALTIES FOR DISCLOSED VIOLATIONS

Except as provided in Section II.D.8 of the Policy, the Region will not impose gravity-based penalties for violations discovered if they are timely disclosed and corrected, provided that the applicable provisions of the Policy and this Agreement are met. The Region will take into consideration the "least expensive" methods for calculating potential economic benefit penalties for any disclosed violations, provided that such methods comply with regulatory requirements.

VII. REGIONAL INSPECTIONS

The Region will assign a low priority for compliance inspections at Clarkson University until after the completion of the Audit, except with respect to potential violations of regulatory provisions, or at facilities, which are outside the scope of the Audit, as defined in Section II above, or where: the Region has received a citizen's complaint; the Region has reason to believe that circumstances exist that may pose a threat of actual harm or an imminent and substantial endangerment to public health or the environment; the Region has reason to believe that a criminal violation may, or has occurred; or where Clarkson University, pursuant to statute, has notified the National Response Center of a release.

Any civil violation discovered in a facility or unit within the scope of the Audit, which was scheduled to be audited subsequent to such discovery, shall be treated as a disclosure by Clarkson University and resolved under the terms of the Policy and this Agreement. Additionally, the Region retains the right to conduct during the Audit the inspections set forth in subsections A and B immediately below:

- A. Oversight Inspections: Where Clarkson University has reported a violation which requires corrective action in the nature of a clean-up of contaminated soil or water, the Region shall have the right to conduct inspections at the corrective action site for the purpose of overseeing or monitoring the clean-up, to assure correction of the violation. No civil penalties shall be associated with or result from oversight inspections.
- B. Confirmation Inspections: Where Clarkson University has disclosed a violation, selected a corrective action plan, and reported that the plan has been completed and the violation cured, the Region shall have the right to inspect the relevant facility or site to assure that the violation has in fact been corrected, or to require further appropriate corrective action, if it has not. No civil penalties shall be associated with or result from confirmation inspections.

VIII. MISCELLANEOUS PROVISIONS

- A. Notification and Certification of Disclosure Reports: Clarkson University designates as its “responsible official,” responsible for submitting disclosure reports to the Region, the following individual:

William Dillon
Director Facilities and Services
Clarkson University
Box 5550
Potsdam, New York 13699
(315) 268-7122
(315) 268-4438

The responsible official shall certify that each disclosure report submitted to the Region is true, accurate, and complete in the form set forth in 40 C.F.R. §270.11(d).

Clarkson University designates as its “contact person,” to be the recipient of all communications from the Region concerning this Agreement, the following individual:

William Dillon
Clarkson University
Box 5550
Potsdam, New York 13699

(315) 268-7122
(315) 268-4438
dillonb@clarkson.edu

The Region designates the following individual as its contact person:

John Gorman, Chief
Compliance Assistance Section
DECA/CAPSB
U.S. Environmental Protection Agency, Region 2
290 Broadway (21ST Floor)
New York, New York 10007-1866
Phone: (212) 637-4008
Fax: (212) 637-4086
gorman.john@epa.gov

The parties may redesignate their contact person and responsible official in writing.

- B. Compliance With Law and Regulation: Neither the existence of this Agreement, nor compliance with this Agreement relieves Clarkson University of its obligation of continued compliance with the regulations covered by this Agreement, and all other federal, state and local laws and regulations.
- C. Reservation of Right: The Region reserves its right to proceed against Clarkson University for all violations outside the scope of the Audit, and violations within the scope of the Audit that were not timely reported or timely corrected. In any enforcement proceeding, the Region may enforce the provision of 40 C.F.R. allegedly violated, or its New York State authorized or approved counterpart, if said state counterpart is federally enforceable as a matter of law.
- D. Authority of Signatories: The signatories hereto represent that they have the authority to bind the parties.
- E. Modification: This Agreement may be modified by a writing signed by both parties.
- F. Coordination With the State Environmental Agency: The Region has informed NYSDEC of this Agreement and shall provide a copy to NYSDEC at each of the following addresses:

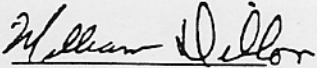
Mr. James H. Ferreira, Esq.
Deputy Commissioner and General Counsel
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-1010

Sandra L. LeBarron
Regional Director, Region 6
NYS Department of Environmental Conservation
317 Washington Street
Watertown, New York 13601

Nothing herein, however, restricts NYSDEC from acting as it deems appropriate.

WE AGREE TO THIS:

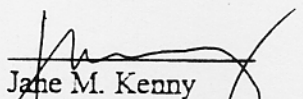
For Clarkson University:



William Dillon
Director Facilities and Services
Box 5550
Potsdam, New York 13699

Date: 12/30/02

For EPA - Region 2:

 1/28/03

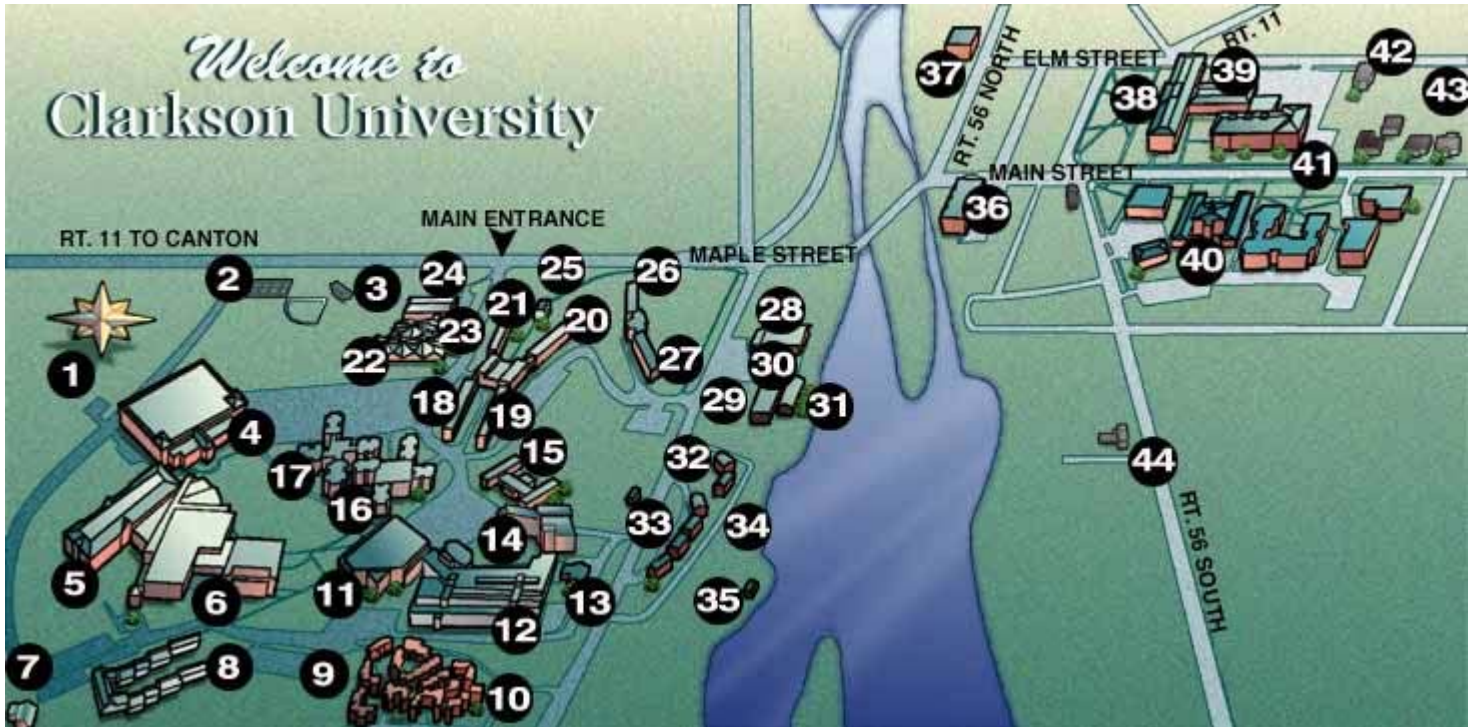
Jane M. Kenny
Regional Administrator
USEPA - Region 2
290 Broadway
New York, New York 10007

Date:

Appendix A

Covered Campuses and Off-Site Facilities Associated with Those Campuses

Hill and Downtown Campuses



- | | | |
|---|--|--|
| 1. Clarkson Field | 16. Graham Hall (Donahue, Olsen, Van Note, Wilson) | 32. Crescent Apartments |
| 2. Tennis Courts | 17. Price Hall (Farrisee, Newell, Ormsby, Thomas) | 33. Riverside Apartments |
| 3. Snell Field | 18. Brooks House A-L | 34. A. George Davis Park |
| 4. Cheel Campus Center A-F | 19. Reynolds House | 35. Canoe House |
| 5. Center For Advanced Materials Processing (CAMP) A-F | 20. Cubley House | 36. The Clarkson Inn |
| 6. William J. Rowley Science and Engineering Laboratories A-L | 21. Ross House | 37. University Bookstore |
| 7. Adirondack Lodge A-F | 22. Andrew M. Schuler Recreation Building A-F | 38. Downtown Snell Hall A-F |
| 8. Townhouse Apartments | 23. Deneka Family Fitness Center | 39. Congdon House |
| 9. Woodstock Field | 24. Alumni Gymnasium | 40. Old Main |
| 10. Woodstock Village | 25. Holcroft House A-L | 41. Center for Health Sciences (Clarkson Hall) A-L |
| 11. Andrew Schuler Educational Resources Center A-L | 26. Hamlin House | 42. Army ROTC Building |
| 12. Cora & Bayard Clarkson Science Center A-L | 27. Powers House | 43. Air Force ROTC Building |
| 13. Woodstock Lodge Alumni House | 28. Walker Center A-L | 44. Hepburn House |
| 14. Bertrand H. Snell Hall A-F | 29. Hantz Field | |
| 15. Moore House A-L | 30. Plant and Services Building | |
| | 31. Computer Repair and Electronic Service | |

Legend

Appendix B

SCOPE OF AUDIT PROGRAM

The following list provides the activities, areas, and/or shops that the review of the campus(es) must cover. This list not meant to be all-inclusive.

Automotive Facilities

- Automotive and truck servicing areas
- Gasoline service stations

Documents to Review (for the three years prior to the Program Period)

- Verify EPA identification numbers and permits
- Hazardous waste manifests
- Training records
- Land disposal restriction notifications

Facilities Maintenance Areas

- Waste disposal areas (landfills)
- Construction areas
- Heating and power plants
- Resource recovery/incinerator facilities
- PCB transformers and switches
- Duplication
- Pesticide storage facilities
- Building cleaning and maintenance
- House or architectural structure painters
- Refrigeration/air conditioning service
- Equipment repair shops
- Small-engine repair shops

Hazardous Waste / Tanks

- Hazardous waste storage areas
- All hazardous waste satellite accumulation areas
- Aboveground and current operating underground storage tanks and their containment areas/systems, and documentation concerning closures of regulated tanks previously removed from service.
- All transformers and oil-containing electrical equipment (PCB and non-PCB).

Science/Medical / Dental

- All teaching and research laboratories with regular chemical use.
- All clinical and dental laboratories.
- Doctor's offices

Other Campus Services

- Bakeries
- Restaurants/cafeterias
- Laundromats
- Athletic and training facilities

Appendix C

SCHEDULE OF AUDITS

Example:

Location	Programs to be Audited	Date Disclosure Report will be Submitted
Hill and Downtown Campus as described in Appendix A	RCRA, TSCA, CAA, CWA, FIFRA, SDWA, CERCLA	March 15, 2003